

Request for Proposal

232-8846

**DATA COLLECTION EQUIPMENT AND EMERGENCY MEDICAL
REPORTING SOFTWARE**

***Opens: March 26, 2003
2:00 p.m.***



Venice of America

City of Fort Lauderdale

***Issued for Fire / Rescue Department
By the Procurement & Materials Management Division***

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City of Fort Lauderdale
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.09(a) Certification by Broward County, Florida

CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the awarded /vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded /vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. /vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS: The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

– Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; or Consultant; Contract, Award, Agreement, or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03 PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

3.05 WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the will furnish the City's needs as they arise.

- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid. If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the to the City in the event of a material breach of this Agreement by the .

- 4.02 **INSURANCE:** If the is required to go on to City property to perform work or services as a result of ITB award, the shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The s insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at 's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from s, which are assigned by a person designated as authorized to bind the , will be recognized by the City as duly authorized expressions on behalf of s.
- 5.07 **INDEPENDENT :** The is an independent under this Agreement. Personal services provided by the Proposer shall be by employees of the and subject to supervision by the , and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the .
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the shall violate any of the provisions of this Agreement, the City may upon written notice to the terminate the right of the to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the under this Agreement shall, at the option of the City, become the City's property and the shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The , however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the , and the City may withhold any payments to the for the purpose of setoff until such time as the amount of damages due to the City from the can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the 's cost in providing the required items or services, then the may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the , and the requested adjustments must be fully documented. The City may, after examination , refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the with no penalty to the City or . The shall fill all City requirements submitted to the until the termination date contained in the notice.
 2. The City requires the to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The , without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INTRODUCTION / INFORMATION**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Proposer, to provide DATA COLLECTION EQUIPMENT AND EMERGENCY MEDICAL REPORTING SOFTWARE for the City's Fire Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, contact the Procurement Specialist, James Hemphill at (954) 828-5143. For information concerning the technical specifications or scope of services, contact Robert Edgar at (954) 828-6831. For additional information concerning the Information Systems technical specifications contact Mr. Kevin Keimel, Manager of Technical Strategy @ (954) 828-5878 or Sherri Adams, Senior Technical Strategist, @ (954) 828-5131. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

LAST DATE FOR RECEIPT OF MATERIAL QUESTIONS:

The last date for receipt of all questions of a material nature is **March 13, 2003 at 5:00PM**. It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576. Questions of a material nature must be received prior to the cut-off date.

Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.

03. ELIGIBILITY

To be eligible to respond to this Request for Proposal the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully delivered, installed and have operational system installations – running on equipment and software similar in size and complexity and are compatible with the City of Fort Lauderdale's network and infrastructure. Proposers are requested to submit a minimum of three (3) current client references for whom these systems have been installed within the past two (2) years. The City reserves the right to request live demonstration(s) of proposed equipment and operating and software systems, inspect the proposers' facility, and visit other client installations in making a determination of his/her ability and capacity to perform the requirements of the RFP. All products offered in response to this RFP **must** be available, as proposed, by the proposal due date. Each product must be available for evaluation and be complete with documentation. The department reserves the right to reject any proposals submitted that have any components not fully functioning and available by the proposal due date.

04. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Purchasing Manager, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP documents.

05. RESERVATION FOR REJECTIONS AND AWARD

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

06. CONFLICT OF INTEREST

All possible Company / City Employee conflict of interest must be disclosed.

07. GOVERNING PROCEDURES

This proposal is governed by the applicable sections of the City's Code of Ordinances. A copy of the code is available for review at the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.fort-lauderdale.fl.us/documents/index.htm>.

08. PROPOSAL SECURITY

The Proposer will execute and deliver to the City, within fifteen (15) days after notification of award, a Cash Deposit, Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the City, in the face amount equal to one hundred (100%) of the total contract price for faithful performance under the terms and conditions of the contract. The Performance Bond shall be executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent in Florida. If a letter of credit is chosen, it shall be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the to the City in the event of a material breach of the Agreement by the proposer.

09. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.fort-lauderdale.fl.us/documents/index.htm>.

PART II - RFP SCHEDULE

Release RFP	2/25/03
Last Date for Receipt of Questions of a Material Nature	3/13/03
Addendum Release (If required)	3/17/03
PROPOSAL DUE (Prior to 2:00 PM)	3/26/03
Evaluation Committee Review and Short Listing of Proposals or Award (Estimated)	4/02/03

PART III - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 7/01 (GC) are included and made a part of this RFP as Exhibit "A".

02. VARIANCES

While the City allows proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

04. RFP DOCUMENTS

The proposer shall examine this RFP carefully. Ignorance of the requirements will not relieve the proposer from liability and obligations under the Contract.

05. FAMILIARITY WITH LAWS

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

06. PUBLIC ENTITY CRIMES

Proposer, by submitting a proposal attests they have not been placed on the convicted vendor list.

07. AVAILABILITY OF FUNDS

The obligations of the City under this award are subject to the availability of fund lawfully appropriate and budgeted for this project.

08. PRICES:

All prices shall be quoted F.O.B. Fort Lauderdale, Florida, delivered, installed, tested, and designated Fire Department and Information Technology personnel trained to the City's satisfaction, in accordance with the RFP specifications.

In addition, Proposer shall provide firm, fixed prices for additional City purchase of system components as well as for any additional training programs offered that are related to the proposed system, for 180 days following system acceptance. If not offering a firm price for five years, indicate your percentage off list offered.

09. INVOICES/PAYMENT

The City will accept a single invoice on the acceptance and approval by the City of the completely installed and operational system, in accordance with the RFP specifications. The City shall endeavor to pay a correct invoice within forty-five (45) days of system acceptance. The City will make every effort to notify the Proposer within ten (10) days of receipt of invoice of any items questioned. The proposer shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to

10. RELATED EXPENSES/TRAVEL EXPENSES

All related expenses chargeable to the City, such as supplies, printing, binders, etc shall be passed through at proposer's cost. Related expenses shall not include any postage, telephone toll charges, or other charges incurred in the normal course of business.

Any travel out of the tri county (Dade, Broward and Palm Beach Counties) area shall be in accordance with current City per diem rates and travel policy. No costs for travel, meals, or accommodations shall be charged to the City for travel within the tri county area unless the proposer 's office assigned to the project is located outside this area.

Proposer shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.

Proposer shall provide, if required by the City, documentation of all actual travel or related costs.

11. TAXES AND PERMITS:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to proposers employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

12. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES

12.1 Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

12.2 While this contract is for services provided to the City's Fire Department, the City may require similar work for other City departments. Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the proposer.

12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method that is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the proposer thirty (30) days written notice.

13. MODIFICATION OF SERVICES (Deletions / Additions)

13.1 The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the proposer shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

14. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the proposer's personnel proposed for the contract will be available for the initial contract term. In the event the proposer wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

15. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

16. SUBCONTRACTING

The use of subs will not be allowed by the primary, unless there are special circumstances approved by the city. It is the intent of this contract to require the primary to provide all services required.

17. INDEPENDENT

The proposer is an independent under this Agreement. Personal services provided by the proposer shall be by employees of the proposer and subject to supervision by the proposer, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the proposer.

18. DEFAULT PROVISIONS

In the event of default by the Proposer, the City reserves the right to procure the item(s) / services proposed from other sources and hold the proposer responsible for excess cost incurred as a result. A proposer who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

19. INSURANCE

The Proposer shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Fort Lauderdale Risk Manager.

The Proposer(s) shall provide, pay for, and maintain in force at all times during the term of the Contract insurance coverage as follows:

(a) Workers Compensation as required by Florida Statutes for the benefit of the Proposer's employees. Notwithstanding FS 440.055 any firm performing work on behalf of the City of Fort Lauderdale shall provide Workers' Compensation Insurance.

Exceptions: Workers Compensation Insurance will not be required if the individuals performing the work are a Corporate Officer, sole proprietor or partner. In such case, the firm shall provide copies of their waivers as provided by FS 440.05 & 440.055.

(b) Commercial General Liability with minimum limits of one (1) million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

19. INSURANCE (Cont.)

Coverage shall be submitted on a form no more restrictive than the latest edition of Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and **shall** be on an occurrence basis. Proposer shall provide to the City's Purchasing Division original certificates of such coverage with the **City named as an "additional insured"**.

(c) Automobile Liability Insurance with limits of:

Bodily Injury \$250,000 each person/ \$500,000 per occurrence

Property Damage \$100,000 per occurrence

20. INDEMNITY/HOLD HARMLESS AGREEMENT

The proposer agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by proposer under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

21. PERFORMANCE TRIAL AND ACCEPTANCE PERIOD

The successful Proposer shall successfully complete the acceptance testing requirements within the ninety (90) day period following Contract award and initial installation of the complete system. The City will accept the fully operational product(s) when the proposer(s) have successfully proven the respective product to function in accordance with the RFP requirements. Performance trial and acceptance testing shall be based on the system, including all equipment and software being fully and consistently operational for a period of not less than ninety (90) working days after receipt and installation.

The City will use this testing period to evaluate the products and verify that all requirements stated in this RFP have been met. In testing for acceptance, the City requires that the products operate problem-free for NINETY (90) continuous working days. If it is determined that all requirements have not been met or that resolution of any problems cannot be attained, the City reserves the right to return the product(s) at no cost to the City.

22. EQUIPMENT WARRANTY/EXTENDED MAINTENANCE

The City requests the total system, equipment and software, be fully warranted for a minimum of one (1) year following satisfactory installation and City Acceptance of the total system. Proposer shall state the initial equipment and software warranty in the technical proposal section of the Proposal Summary Pages.

Proposer shall also provide information and pricing for optional extended maintenance and support services that are available after expiration of the initial equipment and software warranties. Information shall include specific details on the type of coverage and all exclusions, if applicable. Proposer should submit guaranteed annual extended maintenance and software support costs to the City for on-site warranty services for the system proposed, in accordance with the RFP specifications.

Include in your pricing page, a firm, fixed annual cost to the City for the second, third, fourth and fifth years of maintenance.

23. INSTALLATION DATE

Proposers shall provide a proposed timeline schedule, from date of City award, to complete the delivery of all system components, including all equipment, hardware, software, and related City staff training in order to provide a completed, satisfactory system installation. The delivery time shall be stated in calendar days from the date of City notification of award, or notice to proceed with delivery. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, diagnostic testing, training of designated personnel, and other phase related completion dates, in accordance with the RFP specifications.

24. HIPAA BUSINESS ASSOCIATE ASSURANCES

Propose shall provide, via the written contract, satisfactory assurances under the “business associate” provisions of the HIPPA privacy regulations that the Propose will safeguard the City’s protected health information in accordance with the standards set forth in the privacy rule.

25. ANTI-COLLUSION STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES**GENERAL INFORMATION:**

The City of Fort Lauderdale is actively seeking proposals from qualified vendors for the purchase of an automated pen based data collection hardware and emergency medical services (EMS) patient care reporting software system.

The City is requesting proposals for a fully functional emergency medical services (EMS) reporting system including all hardware and software components that may be required in order to provide a comprehensive system to perform the functions outlined in the RFP specifications.

The Fort Lauderdale Fire Rescue EMS System currently consists of 12 Advance Life Support (ALS) transport ambulances and thirteen fire stations. The department's goal is to place one computer pen tablet with docking station in each of the twelve rescue units. Two additional pen tablets, docking station with software will be purchased as spare units resulting in a total requirement of fourteen.

The system proposed shall include all phases of pen based (EMS) patient care reporting, computer aided dispatch data retrieval, medical billing exports, and allows for entry and electronic submission of data that is acceptable to the Florida Department of Health, Bureau of Emergency Medical Services pursuant to: EMS Provider Profile Information form and Aggregate Pre-Hospital Report Form (DH1304). All hardware and software modules must provide full integration with the City's network computer system. All equipment shall be new equipment, not used or remanufactured, that reflects the latest technology for this type of system.

BACKGROUND

The Fire Department currently utilizes Aether's SunPro FireRMS system to process all Fire reports and Fire EMS medical reports. The SunPro system is running on a Microsoft NT Server with a Foxpro database. The majority of the Fire Stations access the system's server through terminal services on Intergrated Service Digital Network (I.S.D.N.) or Frame Relay connections. SunPro does not offer a pen based front-end piece nor does it gather the data and process the Florida State reports as the department requires. Currently all computer aided dispatch data is routed from the Police Department's C.A.D. Integrgraph system through the SunPro FireLink message switch to the FireRMS software. Reports are handwritten in the field; a copy is left at the hospital and then entered into the system at the station at a later time. State of Florida reporting information is extracted through a report writer and forwarded to the State of Florida on a quarterly basis for the Emergency Management System, EMS Pre-Hospital report. The Fort Lauderdale EMS system currently consists of 12 Advanced Life Support (ALS) transport ambulances, and thirteen fire stations.

PROJECT DESCRIPTION

Following are function and performance specifications the City has determined are needed to satisfy the requirements for the data collection equipment and emergency medical reporting software:

GENERAL /GLOBAL REQUIREMENTS

The system proposed shall include, but not necessarily be limited to, the following primary software modules/ capacities:

- Provides an interface that can seamlessly receive C.A.D. data at the reporting device via Radio Frequency (Motorola VRM650 transmission device). Utilizing Integraph's C.A.D. system compatible message switch.
- Generates a Patient Care Report as part of the data entry process
- All screens easily accessible with pen tap/mouse click with automated data field validations, and hand writing recognition capability
- Patient, Witness, Crew and Receiving party signature captures in pen version supporting multiple languages.
- Comprehensive User Manuals
- Complies or exceeds the National Highway Traffic Safety Administration Uniform Pre-Hospital Data Set (MHTSA-UPDS, 1997)
- Fast and easy graphical user interface with on-line help
- Audits patient care reports for City of Fort Lauderdale's protocols and provides an administrative quality improvement module.
- Provides for electronic export of billing data to the vendor of Fort Lauderdale's choice
- Provides an ODBC compliant SQL database
- Utilizes a medical dictionary when processing spell checking requests
- Interfaces with Medtronic Physio-Control LIFEPAK12 electrocardiogram data recorded from the defibrillator unit, including but not limited to blood pressure, pulse, EtCO2, SpO2, and 12 lead.

All modules shall have the ability to:

- Provide user access control and security
- Share data (import and export data)
- Provide specified input and output features and controls
- Interface seamlessly with existing operating systems
- Create preformatted and user-defined reports
- Process data in real-time and batch modes
- Supports digital scanning technology
- Accepts and saves data seamlessly (does not require hitting the save button on each input)
- Input device date and time must be stored with all Interventions
- Allows the user to edit any incorrect information that may have been entered.

Data Collection Software Requirements
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Provide a data collection program for field personnel, which would have the capability to allow electronic data collection of pre-hospital patient information at the scene of care on field computers. All proposals shall be for a computer pen tablet based information retrieval system to include software, which is compatible with Walkabout Computers, (Hammerhead, Model HH3-COLORPEN-TF) (Docking Station DESK2000AC-UETH) and Xplorer Technologies, (Model, GeneSys.Maximus) (Docking Station, GeneSys Quick Release Dock). Proposals that include software and compatible hardware (Walkabout Computers and Xplorer Technologies) will be considered.

Information to be retrieved and managed includes, but is not limited to:

- a. Incident address with zip code.
- b. Patient personal information including, but not limited to:
 1. Social Security number
 2. Address
 3. Telephone Number
 4. Date of birth, weight, age, gender and race
 5. Family physician
 6. Medicaid state
 7. Medicaid number
 8. Medicare number
 9. Medicare plus plan name
 10. Insurance Number
 11. Group Number
 12. Secondary Insurance Number
 13. Secondary Group Number
 14. Guarantor Information
 15. Documentation of patient or guardian release of patient information for billing, including a digitized patient or guardian signature captured in multiple languages, and supports hand writing recognition.
 16. Supports additional billing inputs (i.e. additional supplies such as foam usage or additional medications).
 17. Information about the medical condition and complaints of the patient including, but not limited to:
 - a. Cause of injury (this table **must** be user modifiable)
 - b. Trauma triage (this table **must** be user modifiable)
 - c. Patient position information (this table **must** be user modifiable)
 - d. Medical condition(s) and systems details (these tables **must** be user modifiable).
 - e. Narratives by the care providers regarding the incidents.
 - f. Ability to enter multiples patients.
 18. Unlimited primary and secondary assessment information including, but not limited to:
 - a. Glasgow Coma Scale (GCS) scoring automatically calculates a total
 - b. Revised trauma score, scoring automatically calculates a total
 - c. Pupil size and reaction

18. Unlimited primary and secondary....Cont:
 - d. Capillary refill
 - e. Respiratory assessment
 - f. ECG
 - g. Ectopy
 - h. Blood glucose level
 - i. Skin color
 - j. Temperature
 - k. Moisture
 - l. Lung sounds
 - m. Times of vital signs
 - n. Appearance Pulse Grimace Activity Reparations (APGAR) scores (if applicable).
 - o. Neurological assessment information
 - p. Medical history including, but not limited to:
 - i. Prescription medications – with Pick List input
 - ii. Allergies
 - iii. Pre-existing conditions
 - iv. Current conditions
 - q. Blood pressure; be able to indicate Palp and Mast.
 - r. SPAO2
 - s. LOC
 - t. Pulse Rate; strength and regularity
 - u. Allow the user to set either the “within normal limits” or “not assessed” value to each defined assessment area (body part) by click of a single button.
19. All examination of and treatment provided to the patient including, but not limited to:
 - a. Medical control contact name and time of contact physician
 - b. Patient protocol
 - c. Method of contact
 - d. Airway intervention
 - e. Breathing intervention
 - f. Circulatory intervention
 - g. Intravenous intervention
 - h. Input/output therapy
 - i. Provides patient weight conversion to metric for medications
 - j. Call summary information, including all patient information entered
20. Data about the care providers including, but not limited to:
 - a. Vehicle number
 - b. Primary attendant's (Attendant No. 1) name and license number
 - c. Attendant No. 2's name and license number
 - d. Attendant No. 3's name and license number
 - e. Attendant No. 4's name and license number
 - f. Exposure information, including medic name, time, exposure type, description, supervisor notified, exposure report completed, loss of work

21. Prehospital information including, but not limited to:
 - a. Call times
 - b. Scene location information, including County, zip code, response and scene
 - c. Response districts (these tables **must** be user modifiable)
 - d. Special scene conditions (these tables **must** be user modifiable)
22. Patient destination information including, but not limited to:
 - a. Receiving hospital with State of Florida four-digit identifier code.
 - a. Reason for selecting a destination selected from pick list (this table must be user modifiable).
 - b. Transport urgency (lights and siren, routine, etc.) (This table **must** be user modifiable).
 - c. Call disposition BLS, ALSI, ALSII (this table must be user modifiable).
 - d. Refusal of care by patient.
 - i. User definable by an administrator
 - ii. Supports multiple languages
23. Odometer readings to determine distances including, but not limited to:
 - a. From ambulance starting point to incident scene.
 - b. From incident scene to patient destination
24. Software should provide for monitoring of all supplies utilized and give administration users the ability to access the data through report writing tools
25. Desk top software:
 - a. Provide the exact same interface and functionality as the mobile software with the exception of any pen-based, character recognition functionality that cannot be supported on desktop computers.

SECURITY CONTROLS -User Access Control and Security

The software shall allow for an array of user access control and security that can vary by module and security level from no access to complete insert/delete/edit capability anywhere in the software system. The system shall also provide a complete audit trail of every transaction or modification executed by each user.

The software shall require a valid logon ID and possess two levels of security with different password levels. One is to be used for system administration and configuration and the other for field personnel.

In addition, the system shall:

- a) Have a hierarchy of security (logon, record, field, function, object, and user-group) to allow or prevent specified users (or groups of users) to access specified programs at specified levels of data entry, editing, updating, deleting, and reporting functions.

- b) System locks, which allow user to “lock” terminal without shutting system down and “unlock” terminal with password, allowing users to step away from the terminal temporarily and prevent unauthorized use.
- c) Restrict download of confidential data to high-level security-authorized users to prevent loss/misuse of confidential data and information.
- d) Provide a means to print transaction error/alteration logs as needed and specified, depending on application.
- e) Automatic timeout or keyboard lock after a defined period of inactivity
- f) List all users logged on to the system at any time, and track this usage by user, date, time, station, etc.
- g) Log off users after specified number of unsuccessful log on attempts and display message for user to contact the system administrator.
- h) Allow specified intervals for mandatory password changes.
- i) Automatically log off users who have logged off improperly
- j) Revoke a user’s access upon too many unauthorized logon attempts
- k) Allow user profiles to be cloned and applied to other users by authorized administrators

INPUT CONTROLS

- a) Validity test: critical fields can be checked against a format, a formula, or a table to see that data contained in a field is admissible. Examples: System requires all Advanced Life Support Calls have two vital signs.
- b) Range checks: critical fields can be checked against a table or formula to determine if the data entered is within a given range of values. Examples: vehicle mileage not to exceed four digits.
- c) Completeness check: critical fields can be checked for a non-empty range and processing action determined according to a specified table. Example: system will not allow the call to be closed without the patient name first and last being entered.
- d) Real time error checking: error checking described above is done at the time of input and errors are flagged to operator either by a user understandable message or operation halt as specified.
- e) Time Stamping: All transactions shall be time stamped by the internal clock of the system and this may be modified in the field and exists for all interventions.

MANDATORY PROCESSING FEATURES

A mandatory requirement of this R.F.P. is that all proposers acknowledge their understanding of each specification individually and separately, formally assert their ability to comply with it, and specify how it will be complied with or otherwise satisfied. The system proposed **must** include all mandatory features in order to be considered for selection. The propose is to respond to each item detailing the proposed system's ability to provide the mandatory feature. Each proposal **must** describe how the specification will be satisfied. It is not sufficient to state for example: Acknowledged, Understood, Will Comply, etc. Failure to provide complete, clear, concise, and definitive responses may result in rejection of the proposal.

A) User-Definable Pick Lists

The software must have the ability for users with the proper security rights to add, modify, or delete pick list data records without modifying system source. The software must allow the user-to modify the pick lists utilizing user-friendly screens.

B) Unique Patient Identifier

The software must be able to accept a unique 15-digit number for each patient record stored in the database to be used as a cross reference between the hospital and computer aided dispatch incident number.

C) Data Transfer

The field software must have the ability to automatically transfer data directly to server data table s using Open Data Base Connectivity (ODBC) or Active X Data Objects (ADO) protocols to a specified location via direct dial-up, Internet dial-up, infrared, network, or direct cable connection in a user-friendly manner. The software must have the ability to send patient care records from one location to another in the manner described above and retrieve updates to personnel and pick list tables in the same function.

D) Florida Department of Health (FDH) Information:

This software must have the ability to store and transmit data that is acceptable to the Florida Department of Health, Bureau of Emergency Medical Services, pursuant to EMS Provider Profile Information Form and Aggregate, Pre-Hospital Report Form (FDH 1304). This software must have the ability, when printing for purposes of creating a run report, to print the information in the exact format of an FDH, Center for Medicare and Medicaid Services, Patient Care Report.

E) User-Definable Call Completion

The field reporting software must have the ability to alert the status of fields left blank by the user and the ability to go directly to the field left blank with one click/double-click. The software must also have the ability for the user with the proper security rights to define by call type which fields are required, recommended, or suggested utilizing user-friendly screens.

F) Telephone Support

The proposer will supply telephone support services twenty-four hours a day seven days a week, with human voice contact within twenty minutes. Response to inquires/system problems should have a turnaround time of at a maximum, one hour for emergencies; same-day response for priority issues, and five days for programming and non-priority issues. It is expected the winning propose will install VPN or RAS capabilities to the

F) Telephone Support (Cont.)

City's network to provide support. The City of Fort Lauderdale does not allow PCAnywhere dial in connections.

G).Electronic Signature

The software **must** have the ability for electronic signature capturing and storage capability for crewmembers, patient, and receiving party (physician/Registered Nurse), at a minimum in a manner consistent with current Federal and State regulations.

H).Software Modules

The software must have a modular design with restricted access to each module by security level. The software **must** also permit further restricted access within each module that is user definable. The software must be comprised of the following components at a minimum:

- 1.Computer Aided Dispatch Interface
- 2.A patient-reporting module
- 3.A database administrative module
- 4.User definable extract for the State of Florida quarterly aggregate report
5. An interface module to the City of Fort Lauderdale's billing company.

I).User-Definable Audits

The software must have the ability to automatically flag records for users with the proper security rights to review, comment and track. The software must allow the user to directly set up and customize the audits utilizing user-friendly screens. The software must be able to flag records by patient protocol and user-definable selections without modifying system source based on, but not limited to, the following criteria:

1. A procedure performed or not
2. A medication administered or not
3. The time differences between two fields
4. A numeric field equal or not equal to a user-defined value
5. Single medication dose outside range of values
6. A total medication dose outside a range of values
7. Assessment values, including GCS and blood Pressure
8. Patient age

J).Printing Capability

The software **must** have the ability to print on multiple printer makes and types, using serial, parallel, universal serial bus, or Infra-red (IR) connectivity. The software **must** have the capability for the user to easily change the desired printer via a print dialog box.

K).Record Locking

The software **must** have the ability to lock individual patient records at the conclusion of the ambulance run or at a predetermined time defined by a software administrator.

L). State of Florida EMS Aggregate Report Export

The software **must** generate the Quarterly Florida Pre-Hospital Data Collection Report, Rule 64E-2.013(13)(a), Florida Administrative Code. The following data element categories are required:

1. Service Type Requested
2. Incident / Patient Disposition

3. Provider Impression (Initial Assessment)

L). State of Florida EMS Aggregate Report Export (Cont.)

4. Cause of Injury *2
5. Injury Site / Type
6. Patient's Age Category (Years)
7. County of Incident
8. Critical Treatment / Intervention(s), Medication(s) Administered, and Alert Called
9. Patient's Highest Level of Care (Based on Treatment Level) By Mode of Transportation
10. Return of Spontaneous Circulation for Cardiac Arrest Patients
11. EMS Provider Profile, Total Number of Active Staff Hours Worked, and Total Number of Permitted Vehicles

Sub-categories can be found by going to (<http://clientdoh.doh.state.fl.us/IRMOOprehospital/Definition.asp>). The proposer shall be responsible for all future changes and upgrades to maintain compliance with Rule 64E-2.013(13)(a), Florida Administrative Code.

M). Training/Test system

The software **must** allow for the installation of a duplicate system to be used for training and testing purposes.

N). Training Manuals

The propose will provide training/help manuals for all aspects of system functionality (includes one manual for each mobile unit license and each administrative location license). The software must also contain an on-line help feature that is user friendly.

O). Staff Training

The propose must provide one day (a minimum of eight hours) of training for eight administrators and three days of training (24 hours maximum) for thirty field users. The training must be designed so these personnel would be capable of providing training to others (train the trainer concept).

P). Server Software Installation and Training

The wining, as a function of the implementation process, must install test and certify all of its systems server software and its modules. This is to be finished and tested prior to scheduling any administrative configuration installations or training.

Q). Data Base Dictionary (Schema)

As part of the implementation procedure and setup the wining must provide a listing of all tables and field names including field descriptions. It should also list all key index fields and links between tables including type of link (one-to-one, one-to many, etc.)

R). Training and Technical Support Requirements

The proposal must include sufficient training to enable City of Fort Lauderdale to utilize the proposed system(s). This must include training for systems administrators. Costs for training will include travel related expenses. (Special Conditions item number 11).

R). Training and Technical Support Requirements (Cont.)

The proposal must include sufficient training of City of Fort Lauderdale personnel as trainers to give them the ability to train novice users in the use of the proposed system(s). Complete user guides and training documentation must be provided to City of Fort Lauderdale to support this training.

1. The cost must be stipulated for additional user training related to any potential upgrades or modifications affecting the look and feel or user interface of the system.
2. The cost must be stipulated for additional system administrator training related to any upgrades or modifications affecting the underlying system operations.

S). Warranties, Upgrades, and Maintenance

Proposals for software must include a description of any software or hardware warranties as well as recommendations for maintenance and upgrade agreements and the related costs. Include with the proposal copies of all contracts.

VI. TECHNICAL

1. Hardware

NETWORK OPERATING SYSTEMS - The City operates on a series of centralized servers. All administrative network servers are housed in the main Computer Room in City Hall and are connected to the various buildings via a variety of WAN technologies including fiber optic backbone, T1, DSL, wireless and ISDN. The City utilizes Windows NT as the standard network operating system. However, the City also uses UNIX and Windows 2000 Advanced Server, with Oracle, Informix and SQL Server databases for application servers and Linux for Internet applications services. The City has chosen to standardize on the Hewlett Packard HP/UX version of UNIX and the Red Hat Distribution of the Linux Operating System.

WORKSTATION OPERATING SYSTEMS - Microsoft Windows 2000 is the standard operating system and is a fully supported environment. Older systems running Windows NT and Windows98 are supported, but Windows 2000 is preferred.

WORKSTATION SOFTWARE STANDARDS - The software that is made available to the user is based on the needs of the individual. The standard software is detailed below.

Groupware – Microsoft Outlook/Exchange: Includes E-Mail, Calendaring, Scheduling, etc

Application Suite - Microsoft Office - Windows based: Word, Excel, and PowerPoint Presentations

Internet Access: Microsoft Internet Explorer

Utilities: McAfee Vshield and Microsoft SMS client

2. Communication

The Fire EMS management software system is to be installed on the City's Ethernet-based TCP/IP LAN/WAN environment. Computer Aided Dispatch data is transmitted via Radio Frequency using Motorola VRM 650 modems.

SILENCE OF SPECIFICATIONS:

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

PART V - REQUIREMENTS OF THE PROPOSAL**ELIGIBILITY**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one City similar in size and complexity to the City of Fort Lauderdale.

SUBMITTAL REQUIREMENTS

Six (6) complete sets of the proposal for DATA COLLECTION EQUIPMENT AND EMERGENCY MEDICAL REPORTING SOFTWARE are required to be submitted on or before to 2:00 p.m 3/26/03 to The City of Fort Lauderdale Purchasing Department, Room #619, 6th Floor, City Hall, 100 North Andrews Ave., Fort Lauderdale, Florida 33301. One (1) set is to be clearly marked 'ORIGINAL' and is to become the official file copy.

All proposals must be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the proposer .

Submittals: (To be indexed and submitted in the order listed)

- A. Letter of Interest / Cover Letter** - Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP. This letter must also confirm that all costs submitted in this RFP shall remain firm for acceptance for a minimum of one hundred and twenty (120) days from date of RFP opening.
- B. Professional Licenses and Certificates; Insurance** – Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses. Company must be licensed and/or registered in the State of Florida in all required disciplines – Also include proof of insurance in this section.

- C. Company Profile** – Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide hours of operation; Years in business; State whether the firm is local, regional, or national; Provide addresses and phone numbers for Headquarters and other relevant offices if applicable;
- D. Qualifications / Experience** - Describe firm's experience, detail projects done within the previous three (3) years.
- E. Staff** - Give a complete list of the number of managers, supervisors, and other staff employed at the compound site from which services will be rendered Identify the staff members who will provide the services, including staff from other than the local site, if necessary. Include their experience.
- F. Mandatory Requirements** - Acknowledge your firms understanding of each specification listed below individually and separately. Formally assert your ability to comply with it, and specify how it will be complied with or otherwise satisfied. The system proposed must include all mandatory features in order to be considered for selection. Respond to each item detailing the proposed system's ability to provide the mandatory feature. Each proposal must describe how the specification will be satisfied. (See MANDATORY PROCESSING FEATURES starting on page #21 for detailed requirements)

Provide complete, clear, concise, and definitive responses to your ability to comply with the following mandatory requirements:

- 1) User-Definable Pick Lists
- 2) Unique Patient Identifier
- 3) Data Transfer
- 4) Florida Department of Health (FDH) Information
- 5) User-Definable Call Completion
- 6) Telephone Support
- 7). Electronic Signature
- 8). Software Modules
- 9). User-Definable Audits
- 10). Printing Capability
- 11). Record Locking
- 12). State of Florida EMS Aggregate Report Export
- 13). Training/Test system
- 14). Training Manuals
- 15). Staff Training
- 16). Server Software Installation and Training
- 17). Data Base Dictionary (Schema)
- 18). Training and Technical Support Requirements
- 19). Warranties, Upgrades, and Maintenance

- G. Technical Approach** - Describe the services proposed by your firm and your implementation plan for this contract. This section must address the required services noted in this RFP, and how your firm plans to provide them.

This section shall include, but not be limited to details on the following:

- 1). Data Sharing (Import and Export)
- 2). Security (user access control)

G. Technical Approach (Cont.)

- 3). Input Controls (range checks and validity tests)
- 4). Signature Captures
- 5). Processing Features
- 6). Audit trails
- 7). Database Requirement
- 8). Output Features
- 9). Reports
- 10). Electronic Release Forms
- 11). Input Controls
- 12). Processing Features
- 13). Additional Billing Inputs
- 14). Telephone Support

Include Availability of personnel; Current work load/staff participation; Organization of the team that will be handling this contract.

- H. Milestones, Deliverables and Proposed Benchmark Timetable** - As part of the project approach, the firm shall propose a scheduling methodology for effectively managing and executing the work in the optimum time. Such timeline information and proposed dates shall include, but not necessarily be limited to: delivery, installation, diagnostic testing, training of designated personnel, and other phase related completion dates, in accordance with the RFP specifications
- I. Financial Documentation** - Financial statements and annual reports of corporation of the last two years, including the last two (2) most current years of audited financial statements. A copy of the firm's Dun & Bradstreet rating for the last two years should also be provided (if available). If a Dun & Bradstreet rating is not available please include relevant financial reports for the last two years (i.e., the firm's annual report and/or audit).
If the proposer is deemed to be financially unstable by the City's Finance director or designee, the City may deem the proposal to be non-responsive.
- J. Joint Venture** – If Submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.
- K. Disputes, Litigation and Defaults** – Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of Five years prior to the submission of this proposal.
- L. References** – A list of current and former major accounts along with contact persons name and phone number(s) This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale.

M. Cost / Financial Proposal

- N. Warranties / Extended Maintenance And Software Support** - Proposer shall state the initial equipment and software warranty. Also provide information for extended maintenance and support services that are available after expiration of the initial equipment and software warranties. Information shall include specific details on the type of coverage and all exclusions, if applicable. Proposer should submit information for on-site warranty services for the system proposed, in accordance with the RFP specifications.
- O. Detailed list of Offering** - Provide a detailed list of all hardware, software, materials, components, and other incidentals that is included in the Emergency Medical Services Reporting system offered for the price indicated.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS SIX (6) COPIES OF YOUR PROPOSAL

PART VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Understanding of the overall needs of the City as presented in the narrative technical proposal. To include response to Mandatory Requirements, Technical Approach, Deliverables / Timetable.

Maximum points available are 40.

2. Experience, qualifications, and past performance of the proposing firm including persons proposed for the project and facilities and resources. To include Licenses/certificates, Insurance, Company profile, Company financial information, and References.

Maximum points available are 30.

3. Estimated cost to the City (Five year total) and Warranties/ Extended Maintenance, support

Maximum points available are 30.

Total Points Available are 100 points.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It may be a two step process. If a two step process is determined to be required, Evaluations will be as follows: In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee may (if required) then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award. In cases where no clarifications or presentations are required, the City may recommend award from information submitted in the proposal only.

The City may also choose to enter into negotiations with the top proposer(s). Negotiations may be conducted with the first ranked proposer, and if successful, that proposer will be recommended to the City Commission for award. In the event negotiations are not successful, negotiations with that proposer will be terminated and negotiations begun with the second ranked proposer and so forth until negotiations are successfully completed to the satisfaction of the City or all proposals rejected.

The City reserves the right to award the RFP to that Proposer who will best serve the interest of the City.

Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

PART VII PRICE LIST / COST PROPOSAL

BIDDER NAME _____

Consideration shall be based on the total five year cost.

Bidder agrees to provide all labor, materials, components, and all other incidentals for a fully functional emergency medical services (EMS) reporting system including all hardware and software components that may be required in order to provide a comprehensive system to perform the functions outlined in the RFP specifications, at the prices bid below in accordance with the terms, conditions, and specifications contained in this RFP.

\$ _____

Make Bid _____ Model Bid _____

Warranty Offered: _____

Service and Maintenance

Cost per year

	Year 1	Year 2	Year 3	Year 4	Year 5
TOTAL					

Total five years of Maintenance \$ _____

TOTAL COST FOR SYSTEM TO INCLUDE FIVE YEARS OF MAINTENANCE

\$ _____

Written: _____

PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this bid/proposal with any other bidder/Proposer(s) and have not colluded with and any other bidder/Proposer(s) or parties to this bid/proposal. I further certify that I am authorized to contractually bind the bidding/proposing firm.

Bid/Proposal submitted by:

Name (printed) _____

Title: _____

Firm/Corporation: _____
_____Address: _____

City _____ State: _____ Zip _____ + _____

Telephone No. (_____) ____ - _____ FAX No. (_____) ____ - _____

e-mail address: _____

www. _____

Was this proposal sent to the correct address? If NOT, please ☐ ck here, and indicate correct address above.

Does your firm qualify for MBE, WBE, or SBE status, in accordance with **Section 1.08** of the General Conditions?

MBE ____ WBE ____ SBE ____

Signature: _____

Date: _____

PROPOSERS PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THIS PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:

RFP NO. 232-8846

OPENS 3/26/03

Addendum Acknowledgement and Statement of Variances:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
---------------------	--------------------

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:
